

ACETA CONTRACT SECTION C – ORDERING & MEASUREMENT AND PAYMENT (not the complete Section C)

C15.3 Orders for Service

C15.3.1 The Government does not guarantee the placement of any orders for use under this contract, and the Contractor is not obligated to accept any orders. However, failure of a Contractor to have equipment and/or personnel available and approved, as specified for use, may result in termination of the contract.

C15.3.2 Orders for service will be placed by the Government as needs become known. DOI bureaus and IDFG may place orders for service requiring use of only the helicopter and pilot on the basis of the established contract pricing. All other orders shall be placed by an AMD CO. The ordering office will be responsible for conducting, documenting in writing, and submitting to the CO, individual project cost comparisons and selection rationale for orders they place. The Contractor shall immediately contact the AMD CO if contacted for a project to be accomplished on a *per animal basis* and no modification has been issued to their contract. If the Contractor accepts an order, the Contractor shall be obligated to perform in accordance with the terms and conditions stated herein and under the applicable item. If none of the Contractors awarded a contract are available or capable of performing a specific project or if found to be cost prohibitive, AMD reserves the right to utilize other sources to accomplish the project.

C15.3.3 Orders for service under this contract will be placed with the Contractor offering the best value to the Government for aircraft services conforming to the Government's individual project requirements. The Government will make its selection for a project based upon familiarity with the work to be done, past performance, aircraft capability and price. Total cost to the Government (to include mobilization and demobilization costs from the Contractor's operating base location and the project location as well as any other probable cost to the Government) will be substantial factors used in determining Contractor selection.

C15.3.4 Pricing offered under Section A will remain in effect for the duration of this contract. No changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, per animal pricing, etc.). The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO.

C15.3.5 Pricing not established under Section A (i.e. per animal). Based upon requests from DOI bureaus the AMD CO will solicit specific pricing for a project to be paid on a basis other than a flight rate from Contractors who are awarded the applicable item. No work shall be done using this option until a modification has been issued to the successful Contractor's contract.

C15.3.6 Individual project orders placed under this contract are subject to cancellation by either party at no cost upon 72-hour advance notice prior to the project, unless a longer period is agreed upon in writing.

C15.3.7 Projects that are cancelled before completion because of excessive animal mortalities will result in payment for actual services provided and no minimum guarantee will be paid. If a mortality rate will apply to a project, it will be made known at the time of Contractor selection for the project.

C15.4 Daily Availability Requirements

C15.4.1 Upon commencement of a project, the aircraft shall be at the exclusive use and control of the Government 24 hours per day until released. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

C15.4.2 A project's period of use shall extend for the number of day(s) from the time project services begin, and end when released by the Government to include days in which mobilization and demobilization occur.

C15.4.3 The Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled during an order. Pre- and post-flight activities shall be accomplished within the 14-hour duty

day. Routine maintenance shall be performed before or after the scheduled 14-hour period or as permitted elsewhere in the contract.

C15.4.4 The Government will schedule daily operations with the pilot. The Contractor's personnel shall provide service as directed by the Government and within their specific duty/flight limitations.

C15.4.5 Unavailability. Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the on site Government project contact that services are once again available.

C16. MEASUREMENT AND PAYMENT

Payment will be made only when services have been ordered, accepted, and provided under this contract.

C16.1 Daily Availability

C16.1.1 Availability of service during the established project period is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions to the guarantee, and payment of extended availability if applicable.

C16.1.2 Whenever service is unavailable, the minimum guarantee as specified below will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day that results in the loss three or more hours of availability.

C16.1.3 Extended standby time shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B. Payment for extended standby will be made at the rates set forth in Section A, and as measured above. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

C16.2 Flight Time

C16.2.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C16.2.2 Payment for Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor.

C16.2.3 Flight Time Guarantee. The Government will pay the Contractor a flight guarantee when documented on the invoice. Payment will be made, by project, for the greater of (a) actual flight time, or (b) a total guarantee determined by multiplying the number of project days (to include mobilization and demobilization) of ordered service by three (3) hours per day.

C16.2.3.1 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C16.2.3.2 Guaranteed flight time due should be billed upon conclusion of the project. A line entry should show the flight time due, indicating GT as a pay item. Payment will be made at the flight rate specified in Section A.

C16.2.4 Flights Associated with Inspection. Flight time associated with AMD (agency) inspection(s) shall be at the expense of the Contractor and will not be measured for payment.

C16.2.5 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

C16.3 Additional Pay Items

Claims for additional pay items addressed herein shall be documented on the invoice for payment and supported by invoice(s) and/or document(s) as required below. Payment will not be made for additional pay items without supporting invoice(s) and/or document(s) when required.

C16.3.1 Subsistence Allowance. A subsistence allowance (lodging and meals) may be claimed for each authorized crewmember, for each overnight, including mandatory days off, when assigned to an alternate base away from the contractors operating base location identified in Section A.

C16.3.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two methods listed below:

- (i) Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;
- (ii) Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax shall be submitted with the invoice.

C16.3.1.1.1 The lodging invoice and invoice for payment shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C16.3.1.2 If the Contractor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Contractor for travel to alternate meal or lodging locations.

C16.3.1.3 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated in C16.4.1.1 of this clause. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$39.00

Lodging: \$60.00

High Rate

See Internet site <http://policyworks.gov> - select Per Diem Rates

C16.5.2 Fuel Servicing Vehicle Mileage. The Contractor will be paid the rate per mile specified in Section A based upon the vehicle's fuel capacity when it is dispatched to provide support to the aircraft away from the Contractor's operating base/location.

Note: The Contractor's invoice for payment and AMD-23 form should specifically note the fuel vehicle's fuel capacity. If not provided, fuel vehicle mileage will be paid at the rate of \$.95 per mile. (No payment will

be made for other contractor utilized support vehicles. Consideration for their use should be included in the contractor's offered pricing).

C16.3.3 ECONOMIC PRICE ADJUSTMENT - FUEL

C16.3.3.1 During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C16.3.3.2 The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C16.3.3.3 **Base Price.** The base price is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) for the aircraft offered. The base price for each Contractor will be established at the time of contract award and will be based upon the fuel price information submitted by each offer.

BASE PRICE INFORMATION

"Base Price" of fuel has been established at a source at or near the Contractor's operating location and identified by the Contractor. (See Section A)

C16.3.3.4 **Reference Price.** The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same source as the base price. The reference price shall become the base price for the subsequent adjustment.

C16.3.3.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart exhibit in Section B.

C16.3.3.6 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. Adjustments may not be requested and/or made more than once each 60 days. The adjusted price shall apply to flight time occurring upon the date of receipt of such written notice.

C16.3.3.7 Fuel price increase will be subject to audit by the Government. Final acceptance by the Government of upward price adjustments will be based upon review of on-site fuel price.

C16.3.4 **Contractor Miscellaneous Costs.** Miscellaneous unforeseeable costs not recovered through the contract payments rates and are the direct result of ordered services away from the Contractor's operating base location may be paid at actual costs when authorized in advance by the Government user. Examples of such items are airport landing fees, airport use costs (tie-downs) truck permits at ports-of-entry. A paid itemized invoice shall support any cost in excess of \$75.00.

C16.3.5 **Price Per-Animal Captured by Net Gun.** (Applicable to fully Contractor provided services that are paid on a flight rate basis only). The Contractor will be paid the rate specified in Section A for each animal captured by net gun and delivered and/or processed as required for the project. The animal must be alive or accepted by the project contact representative in order to qualify for this rate. This price is in addition to actual flight time payment.